#### GOVERNMENT OF GUAM OFFICE OF THE GOVERNOR AGANA, GUAM

EXECUTIVE ORDER NO. 20

#### AGRICULTURAL LAND LEASES - RULES AND REGULATIONS

WHEREAS, Government of Guam Public Law 15-18, April 14, 1979, authorizes the Department of Agriculture to administer the agricultural land lease program and in implementation thereof make rules and regulations, subject to the approval of the Governor, as may be necessary or required:

NOW, THEREFORE, By virtue of the foregoing, the Department of Agriculture Rules and Regulations - Agricultural Land Leases and all attachments thereto, are hereby approved and promulgated by Executive Order to be in effect this date.

> PAUL M. CALVO Governor of Guam

COUNTERSIGNED:

JOSEPH F. ADA Lieutenant Governor

# RULES AND REGULATIONS AGRICULTURAL LEASES

#### INTRODUCTION

For purposes of implementation pursuant to Government of Guam Public Law 15-18 of April 18, 1979 relating to agricultural leases of government land, the following rules and regulations are hereby established to effectuate the administrative and operational implementation of the statutory provisions of the law.

#### I. Rules and Regulations

The purpose of the rules and regulations for agricultural leases on government land, is to provide more precise standards within the scope of the general framework set up by P.L. 15-18. The rules and regulations is not a restatement of P.L. 15-18, but rather to be consistent with the law with more specifications as to the actual implementation and the general operations of land leases. A copy of P.L. 15-18 will be made available, upon request, for review and further \*explanation by the Department of Agriculture.

#### II. Administration

- 1. The Approving Committee within the Department of Agriculture who shall further effectuate the administrative and operational implementation for purposes of this law shall consist of the Director and/or the Deputy Director, the Division Heads of the Agricultural Development Services, Plant Industry, Animal Industry, Aquatic and Wildlife Resources, and Forestry and Soil Resources.
- 2. The Division of Agricultural Development Services of the Department of Agriculture shall be the responsible body for the general operations of the agricultural land lease under the direct supervision of the division chief. The general operations of the land lease shall in-

clude: the maintenance of an orderly and proper filing system; the disbursement of all forms and necessary information to applicants; the conduction of any and all required inspections of every lessees' operation; and, to report to the above mentioned Approving Committee and the Director of Agriculture of any lessee deterring from the lease agreement.

#### III. Definitions

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- 1. "Department" and "Director of Agriculture" shall include any successor to said Department or Director of Agriculture.
- 2. Tract means a defined area of land, either large or small, separately or collectively, which applies to the minimum standards set forth in the categorical classification table showing minimum acreage of land area allowable for lease.
- 3. <u>Improvements</u> means clearings, roads, buildings, fences, irrigation and drainage systems, wells or reservoirs, utilities and economical or ornamental trees.
- 4. <u>Termination</u> of a lease agreement shall mean a lessee ending his rights to a lease agreement before the fifty (50) years term is fully utilized.
- 5. Expiration of a lease agreement means a lessee ending his rights to a lease agreement by fully utilizing the allotted fifty (50) years term.

#### IV. Qualifications and Eligibility

1. Applicant must have adequate experience and background in agriculture on either field crops, poultry, livestock, aquaculture or any combination of these activities and should be a part-time or full-time commercial or individual farmer whose main source of income or subsidiary income is derived from the farm; and/or an educational attainment from a recognized agricultural school.

- Applicant must possess a satisfactory development plan in order to carry out his proposed agricultural operation.
- 3. Applicant is required to submit an agricultural plan to the approving committee of the Department of Agriculture, which will include certain details as to the type of agricultural enterprise the individual, corporation or partnership intends to engage in, the estimated costs and expected returns of the project and the various operations involved in the production process including but not limited to the local need and marketability of the kind of crops or livestock to be raised and its marketing potentialities.

#### V. Rent

- The amount of rent due shall be established through the use of the Rent Formula Derivation
- Schedule which will be incorporated in the lease agreement.

#### VI. Terms and Conditions

- 1. Any and all improvements to be made by a lessee on government leased land must have prior written consent from the Director of Agriculture through the Approving Committee. Those improvements made by lessees on government leased land, without written consent of the Director of Agriculture, shall not be subjected to reimbursement by a new lessee upon the termination of a lease agreement.
- 2. If a tract of land has been occupied by a lessee but was terminated for non-compliance or by mutual agreement, the improvements on the land should be charged to the new applicant. This rule should not apply to heirs of a deceased

lessee.

- 3. Heirs and descendants should be awarded the lots if they desire to continue the lease of their ancestor.
- 4. Improvements made on leased land should become the property of the lessee during the term of the lease.
- 5. Determination of the value of improvements upon termination of the lease by mutual consent of both parties shall be established at fair market value.
- 6. A lessee may sale his improvements made on the leased land to a new lessee upon termination of the lease agreement.
- 7. All improvements on lease land shall become the property of the government upon expiration of the lease agreement.
- 8. The Department of Agriculture has no jurisdiction in reimbursing lessees for any improvements
- made on the leased land.

#### VII. Other Requirements

- 1. Annual fiscal inspection would be maintained to ascertain improvements made on leasehold with respect to real estate taxes for taxation purposes. Such certification is to be made to the Department of Revenue and Taxation, Government of Guam.
- 2. The Director of Land Management shall certify available surveyed government real property for lease as may be suitable for agriculture.
- 3. The lessee shall pay the Department of Land Management the required fees charged for surveying, mapping and recording of his intended leased land.

Submitted:

ANTONIO S. QUITUGUA Director of Agriculture

Approved as to Form:

KENNETH E. NORTH Attorney General

APPRO ED:

PAUL M. CALVO Governor of Guam

# GOVERNMENT OF GUAM DEPARTMENT OF AGRICULTURE

# RULES AND FORMATS AGRICULTURAL LEASES

WHEREAS, Government of Guam Public Law 15-18, April 14, 1979, provides for the issuance of rules and regulations governing the issuance of agricultural leases for government land, the following rules and regulations apply to the program:

- 1. Application. Application for an agricultural lease shall be made on Ag. Form 1A or 1B, attached hereto.
- 2. Standards. In reviewing an application for an agricultural lease, the Department of Agriculture shall consider:
  - (a) applicant must be a citizen of the United States and of legal age;
  - (b) the previous experience and background in agriculture of the applicant, or educational attainment from a recognized agricultural
  - school;
    - (c) his character and business reputation;
    - (d) the financial ability of the applicant insofar as his ability to make maximum productive use of the land leased is concerned.
    - (e) the proposed investment of the applicant;
    - (f) the local need and marketability of the crop or other agricultural product to be raised or derived from the land to be leased.
- 3. Financial Statement. At the time of the application, applicant must submit Ag. Form 2, attached hereto, showing his present financial position.
- 4. Projected Farm Plan. At the time of the application, the applicant must also submit a Projected Three (3)

  Year Farm Plan on Ag. Form 3, attached hereto.

 Lease. Leases shall be made on Ag. Form 4, attached hereto.

6. Rent. No rent shall be charged for the first five years of the lease. Rent thereafter shall be charged in accordance with the schedule set out in the lease agreement via the Rent Formula Derivation Schedule.

- 7. Annual Financial Status Report. One year after the approval of any lease, and every twelve months thereafter, the lessee shall submit a financial statement to the Department of Agriculture on Ag. Form 5, attached hereto.
- 8. Records; Inspection. All lessees shall maintain adequate records which shall be open to inspection by the Department at all reasonable hours. A land lease evaluation will be conducted by the Department's personnel at least on an annual basis and reported on Ag. Form 6, attached hereto. All lessees shall permit entry on leased premises by Department's employees at all reasonable hours for inspection of the crops and growing conditions as well as compliance with the conditions of Government of Guam Public Law 15-18.
- 9. All Ag. Forms will be made available by the Department of Agriculture

Director of Agriculture

# GOVERNMENT OF GUAM DEPARTMENT OF AGRICULTURE

# INDIVIDUAL OR PARTNERSHIP APPLICATION FOR AGRICULTURAL LEASE

| NAME:                                 | DATE:  |
|---------------------------------------|--|
| RESIDENCE:                            |  |
| OCCUPATION:                           |  |
| AGE:                                  | CITIZENSHIP:   |
| DESCRIBE PROPOSED AGRICULTURAL USE OF | F LAND:  |
|                                       |  |
|                                       |  |
| AMOUNT AND SOURCE OF PROPOSED INVEST  | MENT:  |
|                                       |  |
|                                       |  |
| DESCRIBE EXPERIENCE AND BACKGROUND A  | ND/OR EDUCATIONAL ATTAINMENT IN                      |
| AGRICULTURE:                          |  |
|                                       |  |
|                                       |  |
|                                       |  |
|                                       |  |
|                                       |  |
| BUSINESS LICENSE NUMBER:              |  |
| ARE YOU NOW LEASING GOV. OF GUAM LAN  |  |
| LOCATION, SIZE OF AREA AND PRESENT U  | TILIZATION OF LAND:                                  |
|                                       |  |
|                                       |  |
|                                       | I DECLARE THE ABOVE STATEMENTS ARE TRUE AND CORRECT. |
|                                       |  |
|                                       | SIGNATURE  |

NOTE: If partnership, each partner must make application. If Partnership, copy of Articles of Incorporation must be attached. All applicants must submit a Financial Statement (Ag. Form 2) and a Projected Three (3) Year Farm Plan (Ag. Form 3) at the time of application.

# GOVERNMENT OF GUAM DEPARTMENT OF AGRICULTURE

# CORPORATION APPLICATION FOR AGRICULTURAL LAND LEASE

| NAME OF CORPORATION:  | DATE:                           |
|---|---------------------------------|
| NAME:   | TITLE:                          |
| (AUTHORIZED AGENT TO APPLY ON BEHALF OF TH                      | E CORPORATION)                  |
| ADDRESS:  |                                 |
| NAME:   |                                 |
| (AUTHORIZED LOCAL AGENT TO RECEIVE SERVICE DINGS)               | OF PROCESS FOR LEGAL PROCEED-   |
| ADDRESS:  |                                 |
| DESCRIBE PROPOSED AGRICULTURAL USE OF LAND                      | :                               |
|   |                                 |
| AMOUNT AND SOURCE OF PROPOSED INVESTMENT:                       |                                 |
|   | -                               |
| DESCRIBE EXPERIENCE AND BACKGROUND AND/OR CULTURE OF WORKFORCE: | EDUCATIONAL ATTAINMENT IN AGRI- |
|   |                                 |
| 4, ♦  |                                 |
|   |                                 |
| GUAM CORPORATE BUSINESS LICENSE NUMBER: _                       |                                 |
| IS CORPORATION NOW LEASING GOV. OF GUAM LA                      | ND? IF YES, STATE THE LO-       |
| CATION, SIZE OF AREA AND PRESENT UTILIZATI                      | ON OF LAND:                     |
|   |                                 |
|   |                                 |
|   |                                 |

I DECLARE THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

#### SIGNATURE OF AUTHORIZED AGENT

NOTE: Additional Requirements. Provide a copy of Articles of Incorporation. Attach to Ag. Form 2 a Profit and Loss Statement, a copy of the latest Corporate tax return, and a Balance Sheet. Also, Ag. Forms 2 and 3 must be completed and submitted at the time of application.

## FINANCIAL STATEMENT

| NAME:                                    | HOME PHONE:  |
|--|--|
| ADDRESS:                                 |  |
| PLEASE CHECK ONE: ( ) INDIVIDUAL         | ( ) PARTNERSHIP ( ) CORPORATION                      |
| IF INDIVIDUAL, PLEASE COMPLETE THE       | FOLLOWING:   |
| SOCIAL SECURITY NUMBER:                  | WORK PHONE:  |
| OCCUPATION:                              | (IF SELF-EMPLOYED, STATE SO)                         |
| AVERAGE WEEKLY OR MONTHLY INCOME:        |  |
| HUSBAND'S EMPLOYER:                      |  |
| ADDRESS:                                 |  |
| LENGTH OF EMPLOYMENT:                    | DATE LAST PAID:                                      |
| WIFE'S EMPLOYER:                         |  |
| ADDRESS:                                 |  |
| LENGTH OF EMPLOYMENT:                    | DATE LAST PAID:                                      |
| IF PARTNERSHIP OR CORPORATION, PLEA      |  |
| NAME OF OFFICERS:                        |  |
|  |  |
| ADDRESS:                                 |  |
| ESTIMATED AVERAGE INCOME:.               |  |
| NET INCOME FOR PAST 2 YEARS: 19          | \$ : 19 \$   |
| BUSINESS AND OTHER CONTACT PHONE NU      | MBERS:   |
| GENERAL INFORMATION - DO NOT INCLUD      | E GOVERNMENT LEASE LAND                              |
| ASSETS                                   |  |
| CASH ON HAND                             |  |
| BANK ACCOUNTS<br>STOCKS AND BONDS        |  |
| HOUSEHOLD FURNISHINGS<br>AUTOMOBILES     |  |
| REAL ESTATE                              |  |
| OTHER ASSETS TOTAL ASSETS                |  |
| LIABILITIES                              |  |
| ACCOUNTS PAYABLE                         |  |
| NOTES PAYABLE (including House and Auto) |  |
| INCOME TAX PAYABLE<br>OTHER LIABILITIES  |  |
| TOTAL LIABILITIES                        |  |
|  | I DECLARE THE ABOVE STATEMENTS ARE TRUE AND CORRECT. |

SIGNATURE

## PROJECTED 3 YEAR FARM PLAN

| NAME OF APPLICANT:                  |   |
|-------------------------------------|---|
| DISTRICT:                           | DATE:   |
| TWDE OF FIRM                        |   |
| DDOGDAY OF DIAM                     |   |
|                                     |   |
| 1ST YEAR                            |   |
| 1. No. of Acres                     | 4. No. of Cattle  |
| 2. No. of Chickens                  | 5. Aquaculture Ponds  |
| 3. No. of Swine                     | 6. Others   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     | •   |
| 2ND YEAR                            |   |
| l. No. of Acres                     | 4. No. of Cattle  |
| 2. No. Chickens                     | 5. Aquaculture Ponds  |
| 3. No. of Swine                     | 6. Others   |
| Development Plan:                   |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
| 3RD YEAR                            | ·   |
|                                     | 4 27 5 6 11 2   |
| 1. No. of Acres  2. No. of Chickens | <ul><li>4. No. of Cattle</li><li>5. Aquaculture Ponds</li></ul> |
| 2. No. of Chickens 3. No. of Swine  | <ul><li>5. Aquaculture Ponds</li><li>6. Others</li></ul>        |
|                                     |   |
| Development Plan:                   |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |

## INDIVIDUAL ACKNOWLEDGEMENT

| TERRITORY OF GUAM ) ss                                      |  |
|---|--|
| On this da  | y of, 19   |
| before me   | , a notary public                                      |
| in and for the Territory of Guam, per                       | sonally appeared                                       |
| , knc   | own to me to be the person whose name                  |
| is subscribed to the foregoing instru                       | ments, (namely Ag. Form 1A and Ag.                     |
| Form2) and he acknowledgedto me that                        | he executed the same.                                  |
|   | NOTARY PUBLIC  |
|   | In and for the Territory of Guam My commission expires |
| CORPORATE AC  | CKNOWLEDGEMENT   |
| TERRITORY OF GUAM ) ss                                      |  |
| On this day   | of, 19   |
| before me   | a notary public in and for the                         |
| Territory of Guam, personally appears known to me to be the |  |
| of the corporation that executed the                        |  |
| Form 1B and Ag. Form 2) and he acknow                       | rledged to me that such corporation                    |
| executed the same.  |  |
|   |  |
|   |  |
|   | NOTARY PUBLIC  |
|   | My commission expires                                  |
| NOTE TO THE APPLICANT: Any false sta                        | tements made on the foregoing in-                      |

struments are grounds for invalid application.

## GOVERNMENT OF GUAM DEPARTMENT OF AGRICULTURE

#### AGRICULTURAL LAND LEASE AGREEMENT

| THIS LEASE, by and between the GOVERNMENT OF GUAM, hereafter   |
|--|
| referred to as the Lessor, and                                 |
| (a U.S. Citizen and of legal age) address                      |
| hereafter referred to as the Lessee                            |
| WITNESSETH:  |
| WHEREAS, the Lessee desires to lease land owned by the Lessor, |

for agricultural purposes in accordance with the provisions of Government of Guam Public Law 15-18.

NOW THEREFORE, the parties hereto agree as follows:

1. The Lessor leases unto the Lessee the following tract of land belong to the Lessor:

It is understood and agreed by and between the parties hereto: that should at any future time it be judicially determined that the Government of Guam does not own all or any part of the above described land, said Government of Guam shall not be liable in damages to lessee to any extent other than for a proportionate amount of refund of any monies paid to the Government of Guam and for which said lessee received no beneficial use of the land herein purportedly let.

- 2. The term of this lease shall be for ten (10) years from the date hereof, renewable at the option of the Lessee for additional ten (10) year terms, subject to a maximum of fifty (50) years, upon giving written notice to the Lessor at least thirty (30) days prior to the expiration of each current term.
- 3. No rent shall be collected for the first five (5) years of operation under this lease, and thereafter rent will be payable on an annual basis commencing at the end of the sixth year. The rent shall be paid according to the Rent Formula Derivation Schedule attached hereto and incorporated herein.

It is understood and agreed by and between parties hereto that the term "investment" when used for the purpose of computing the amount of rent due, means investments that are capital in nature, i.e., land clearing, road construction, buildings, fences, irrigation, and drainage systems, wells or reservoirs, utility installations, and planting, maintaining, or preserving economical or ornamental trees, or other expenditures for purposes that may be permanently beneficial to the land herein leased, but does not include transitory or periodically recurring operating expenses.

|      | 4.    | The Depart | ment of Agric | culture pe | rmits the  | lessee  | to con-  |
|------|-------|------------|---------------|------------|------------|---------|----------|
| duct | the   | following  | agricultural  | activity   | or activit | ties as | yielding |
| maxi | num ı | use of the | leased land;  | - <b></b>  |            |         | ···      |
|      |       |            |               |            |            |         |          |
|      |       | _          |               |            |            |         | •        |
|      |       |            |               | _          |            |         |          |
|      |       |            |               |            |            |         |          |
|      |       |            |               |            |            |         |          |

Any deletion or addition to the above agricultural activity or activities must have prior written consent from the Director of Agriculture, through the approving Committee of the Department of Agriculture.

- 5. The lessor reserve the right to cancel, at any time, this lease if the Lessee is not using the leased land as stated above in Clause 4 of this lease, unless good cause for such failure can be shown. Further, the Lessor may terminate this lease, when the lessee: engages in the propagation of illegal crops as determined by law, causes substantial damage to the leased land or adjoining landowner's property, fails to pay rent when required, removes soil out of the leased land without written consent of the Director of Agriculture, fails to comply with P.L. 15-18 and the Rules and Regulations pertaining to P.L. 15-18. Provided further, that the termination or cancellation of this lease shall only be after a hearing thereon pursuant to the provisions of the Administrative Adjudication Act.
- 6. The Lessee may cancel this lease upon giving thirty (30) days written notice to the Lessor.

- 7. The Lessee shall obtain written approval from the Director of Agriculture, through the Approving Committee of the Department of Agriculture, on all improvements to be made on the leased land. All improvements made on the leased land shall become the property of the Lessee. Upon expiration of this lease, all improvements shall become the property of the Lessor.
- 8. If the Lessee terminates this lease prior to the fifty (50) year expiration date, then the Lessee may sale all improvements to the succeeding lessee.
- 9. A lessee may obtain a purchase money mortgage for improvement to the leased property. If such mortgage is obtained, then the transfer of the title of the lease is authorized to the mortgage provided the property is continued to be used in accordance with the provisions of Public Law 15-18. Provided further, that the term of any mortgage may not extend beyond the maximum period which the lessee may renew his lease.
- 10. The Lessee shall annually submit to the Department of Agriculture, in accordance with the prescribed form, a notarized financial report setting forth in detail the improvements on and the income derived from the leased land. Further, the lessee shall submit annually, copies of income tax returns, and profit and loss statements.
- 11. The Lessee shall maintain adequate records which shall be open to inspection by the Department of Agriculture at all reasonable hours. The Lessee shall permit entry on the lease premise by the Department of Agriculture's employees for inspection of agricultural activities.
- 12. It is further understood and agreed by and between the parties hereto, that all officially adopted and promulgated rules, regulations, and policies of the Government of Guam Department of Agriculture that may now be in effect or may hereafter be so adopted and promulgated, are hereby by reference incorporated herein and made a part hereof, and the parties hereto, their heirs, successors, and assigns, hereby promise and agree that they are to be subject thereto and bound thereby.

| 13. This lease is executed a                      | as a representation of the entire |  |  |  |  |  |
|---|-----------------------------------|--|--|--|--|--|
| agreement between the Lessee and the Lessor.      |                                   |  |  |  |  |  |
| IN WITNESS WHEREOF, this lease is executed on the |                                   |  |  |  |  |  |
| day of  | , 19, by authority of             |  |  |  |  |  |
| Government of Guam Public Law 15-                 | -18.                              |  |  |  |  |  |
|   |                                   |  |  |  |  |  |
|   |                                   |  |  |  |  |  |
|   | GOVERNMENT OF GUAM                |  |  |  |  |  |
|   |                                   |  |  |  |  |  |
| - I BOODD   | GOVERNOR                          |  |  |  |  |  |
| LESSEE  | GOVERNOR                          |  |  |  |  |  |
|   |                                   |  |  |  |  |  |
| APPROVED AS TO FORM:                              |                                   |  |  |  |  |  |
| APPROVED AS TO FORM:                              |                                   |  |  |  |  |  |
|   | •                                 |  |  |  |  |  |
|   |                                   |  |  |  |  |  |
| ATTORNEY GENERAL                                  |                                   |  |  |  |  |  |
|   |                                   |  |  |  |  |  |

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#### RENT FORMULA DERIVATION SCHEDULE

The equation used in determining the factor of proportionality is defined as

$$K = \frac{R_{\text{max}}}{I_{\text{max}}}$$
 (1)

Where

 $R_{\text{max}} = Maximum allowable rent (6% of land market value).$ 

Imax = Maximum investment without any rental.

K = Factor of proportionality.

Assigning the following values for the first category of land assessment such that  $% \left( 1\right) =\left( 1\right) +\left( 1\right)$ 

$$R_{\text{max}} = $30.00$$

$$I_{\text{max}} = $25,000.00$$

then equation (1) becomes

$$K = \frac{\$30.00}{25,000.00} = 0.0012$$

Since the factor of proportionality is known, then the equation for determining the rental rate which complies with Section 13706 of the proposed bill is

$$R_{i,n} = (R_{max}) i - K_{i} (I_{n})$$
 (2)

where

I = amount of investment.

n = subscript designating the schedule number.

i = subscript denoting the land assessment category.

The following table is indicative of the maximum allowable rent and the factor of proportionality for each respective category.

| Category | R <sub>max</sub> | K      |
|----------|------------------|--------|
| A        | \$30.00          | 0.0012 |
| B        | 60.00            | 0.0024 |
| C        | 90.00            | 0.0036 |
| D        | 120.00           | 0.0048 |
| Ė        | 150.00           | 0.0060 |

# GENERAL RENTAL SCHEDULE PER ACRE OF LAND USED FOR MULTI-AGRICULTURAL PROJECTS BY VARIOUS CATEGORIES OF LAND VALUE

| Investment<br>Schedule | Rate of  | FAIR MARKET VALUE OF LAND LEASED |              |                 |                 |                 |
|------------------------|----------|----------------------------------|--------------|-----------------|-----------------|-----------------|
| Number Investment      |          | \$250 - 749                      | \$750 -1,249 | \$1,250 - 1,749 | \$1,750 - 2,249 | \$2,250 - 2,749 |
|                        |          | (A)                              | (B)          | (C)             | (D)             | (E)             |
| 0                      | Zero     | \$30.00                          | \$60.00      | \$90.00         | \$120.00        | \$150.00        |
| 1                      | 500      | 29.40                            | 58.00        | 88.20           | 117.60          | 147.00          |
| 2                      | \$ 1,000 | 28.80                            | 57.60        | 86.40           | 115.20          | 144.00          |
| 3                      | 1,500    | 28.20                            | 56.40        | 84.60           | 112.80          | 141.00          |
| 4                      | 2,000    | 27.60                            | 55.20        | 82.80           | 110.40          | 138.00          |
| 5                      | 2,500    | 27.00                            | 54.00        | 81.00           | 103.00          | 135.00          |
| 6                      | 3,000    | 26.40                            | 52.80        | 79,20           | 105.60          | 132.00          |
| 7                      | 3,500    | 25.80                            | 51.60        | 77.40           | 103.20          | 129.00          |
| 8                      | 4,000    | 25.20                            | 50.40        | 75.60           | 100.80          | 126.00          |
| 9                      | 4,500    | 24.60                            | 49.20        | 73.80           | 98.40           | 123.00          |
| 10                     | 5,000    | 24.00                            | 48.00        | 72.00           | 96.00           | 120.00          |
| 11                     | 5,500    | 23.40                            | 46.80        | 70.20           | 93.60           | 117.00          |
| 10<br>11<br>12         | 6,000    | 22.80                            | 45.60        | 68.40           | 91.20           | 114.00          |
| 13                     | 6,500    | 22.20                            | 44.40        | 66.60           | 88.80           | 111.00          |
| 14                     | 7,000    | 21.60                            | 43.20        | 64.80           | 86.40           | 108.00          |
| 15                     | 7,500    | 21.00                            | 42.00        | 63.00           | 84.00           | 105.00          |
| 16                     | 8,000    | 20.40                            | 40.80        | 61.20           | 81.60           | 102.00          |
| 17                     | 8,500    | 19.80                            | 39.60        | 59.40           | 79.20           | 99.00           |
| 18                     | 9,000    | 19.20                            | 38.40        | 57.60           | 76.80           | 96.00           |
| 19                     | 9,500    | 18.60                            | 37.20        | 55.80           | 74.40           | 93.00           |
| 20                     | 10,000   | 18.00                            | 36.00        | 54.00           | 72.00           | 90.00           |
| 21                     | 10,500   | 17.40                            | 34.80        | 52.20           | 69.60           | 87.00           |
| 22                     | 11,000   | 16.80                            | 33.60        | 50.40           | 67.20           | 84.00           |
| 23                     | 11,500   | 16.20                            | 32.40        | 48.60           | 64.80           | 81.00           |
| 24                     | 12,000   | 15.60                            | 31.20        | 46.80           | 62.40           | 78.00           |
| 25                     | 12,500   | 15.00                            | 30.00        | 45.00           | 60.00           | 75.00           |
| 26                     | 13,000   | 14.40                            | 28,80        | 43.20           | 57.60           | 72.00           |
| 27                     | 13,500   | 13.80                            | 27.60        | 41.40           | 55.20           | 69.00           |

| Investment<br>Schedule | Rate of    | FAIR MARKET VALUE OF LAND LEASED |               |                 |                 |                  |
|------------------------|------------|----------------------------------|---------------|-----------------|-----------------|------------------|
| Number                 | Investment | \$250 - 749                      | \$750 - 1,249 | \$1,250 - 1,749 | \$1,750 - 2,249 | \$ 2,250 - 2,749 |
|                        | ,          | (A)                              | (B)           | (C)             | (D)             | (E)              |
| 28                     | 14,000     | \$ 13.20                         | \$ 26,40      | \$ 39,60        | \$ 52,80        | \$ 66.00         |
| 29                     | 14,500     | 12.60                            | 25,20         | 37.80           | 50.40           | 63.00            |
| 30                     | 15,000     | 12.00                            | 24.00         | 36.00           | 48.00           | 60.00            |
| 31                     | 15,500     | 11.40                            | 22.80         | 34.20           | 45.60           | 57.00            |
| 32                     | 16,000     | 10.80                            | 21.60         | 32.40           | 43.20           | 54.00            |
| 33                     | 16,500     | 10.20                            | 20.40         | 30.60           | 40.80           | 51.00            |
| 34<br>35               | 17,000     | 9.60                             | 19.20         | 28.80           | 38.40           | 48.00            |
| 35                     | 17,500     | 9.00                             | 18,00         | . 27.00         | 36.00           | 45.00            |
| 36<br>37               | 18,000     | 8.40                             | 16.80         | 25.20           | 33.60           | 42.00            |
| 37                     | 18,500     | 7.80                             | 15.60         | 23.40           | 31.20           | 39.00            |
| 38                     | 19,000     | 7.20                             | 14.40         | 21.60           | 28.80           | 36.00            |
| 39                     | 19,500     | 6.60                             | 13.20         | 19.80           | 25.40           | 33.00            |
| 40                     | 20,000     | 6.00                             | 12.00         | 18.00           | 24.00           | 30.00            |
| 41                     | 20,500     | 5.40                             | 10.80         | 16.20           | 21.60           | 27.00            |
| 42                     | 21,000     | 4.80                             | 9.60          | 14.40           | 19.20           | 24.00            |
| 43                     | 21,500     | 4.20                             | 8.40          | 12.60           | 16.00           | 21.00            |
| 44                     | 22,000     | 3.60                             | 7.20          | 10.80           | 14.40           | 18.00            |
| 45                     | 22,500     | 3.00                             | 6.00          | 9.00            | 12.00           | 15.00            |
| 46                     | 23,000     | 2.40                             | 4.80          | 7.20            | 9.60            | 12.00            |
| 47                     | 23,500     | 1.80                             | 3.60          | 5.40            | 7.20            | 9.00             |
| 48                     | 24,000     | 1.20                             | 2.40          | 3.60            | 4.80            | 6.00             |
| 49                     | 24,500     | 0.60                             | 1.20          | 1.80            | 2.40            | 3.00             |
| 50                     | 25,000     | 0.00                             | 0.00          | 0.00            | . 0.00          | 0.00             |
|                        |            |                                  |               |                 |                 |                  |

NOTE: Amount of rent are uniformly scaled down in inverse proportion of the rate of investment. This schedule only applies at the end of the sixth year. The maximum rates of rental charges (see ZERO line) are computed on 6% of the categorized fair market values of the land. Rent for land value A, for example, is obtained by multiplying \$500 (the mid-point of \$250 -749) by 6%, which is \$30.00. With the value of the land held constant, subsequent rentals are computed on a gradually and uniformly reduced rate of two percent (2%). The same percentage reduction in rental charges was applied in categories B, C, D, and E.

## INDIVIDUAL ACKNOWLEDGEMENT

| TERRITORY OF GUAM ) ss            |   |
|-----------------------------------|---|
| On this day                       | of, 19  |
| before me                         | , a notary public in                            |
| and for the Territory of Guam, pe | rsonally appeared                               |
| , known to me to be               | the person whose name is sub-                   |
| scribed to the foregoing instrume | nt, and he acknowledged to me                   |
| that he executed the same.        |   |
|                                   |   |
|                                   | NOWADY DUDI TO                                  |
|                                   | NOTARY PUBLIC  In and for the Territory of Guam |
|                                   | My commission expires                           |
|                                   |   |
|                                   |   |
| CORPORATE A                       | CKNOWLEDGEMENT                                  |
| TERRITORY OF GUAM ) ss            |   |
| On this                           | day of, 19                                      |
| before me                         | _, a notary public in and for                   |
| the Territory of Guam, personally | appeared  |
| known to me to be the             |   |
| of the corporation that executed  | the foregoing instrument, and he                |
| acknowledged to me that such corp | oration executed the same.                      |
|                                   |   |
|                                   |   |
|                                   | •   |
|                                   | NOTARY PUBLIC                                   |
|                                   | My commission expires \                         |

# DEPARTMENT OF AGRICULTURE GOVERNMENT OF GUAM AGANA, GUAM

# LAND LEASE PROGRAM (P.L. 15-18) ANNUAL FINANCIAL STATUS REPORT

|                          |                        | Date:                      |
|--------------------------|------------------------|----------------------------|
| LESSEE                   |                        |                            |
|                          |                        |                            |
|                          |                        | HOW LONG                   |
| MAILING ADDRESS          |                        |                            |
|                          |                        |                            |
| EMPLOYED BY:             |                        | POSITION                   |
| HOW LONG                 | SALARY \$              | PER ANNUM                  |
| OTHER INCOME             |                        | SOURCE                     |
| BRIEFLY DESCRIBE IMPROVE | MENTS ON YOUR ASSIGNED | LOT. INCLUDE ALL BUILDING, |
| FACILITIES, MACHINERIES, | ETC                    |                            |
|                          |                        |                            |
| 45 4                     |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |
|                          |                        |                            |

NOTE: Corporations and Partnerships, attach copy of income tax return, balance sheets, and profit and loss statements. Also state the current changes of name(s) of authorized agents for the company if any.

## A. SIZE OF OPERATION:

| Investment, Land and Building | Type of Implement<br>or<br>Machinery | Acres<br>Used |
|-------------------------------|--------------------------------------|---------------|
|                               |                                      |               |
|                               |                                      |               |
|                               |                                      |               |
|                               |                                      |               |
|                               |                                      |               |
|                               | Investment, Land and Building        | or Duilding   |

## B. ACREAGE AND CASH EXPENSES FOR CROPS:

|       | _     | Man   | Seeds and | Plants | Other Exp | enses |
|-------|-------|-------|-----------|--------|-----------|-------|
| Crop  | Acres | Hours | Quantity  | Cost   | Quantity  | Cost  |
|       |       |       | •         |        |           |       |
|       |       |       |           |        |           |       |
|       |       |       |           |        | ·         |       |
|       |       |       |           |        |           |       |
|       |       |       |           |        |           | 1     |
| 45 *  |       |       |           |        |           |       |
|       |       |       |           |        |           |       |
|       |       |       |           |        |           |       |
|       |       |       |           |        |           |       |
|       |       |       |           |        |           |       |
| TOTAL |       |       |           |        |           |       |

## C. PRODUCTION AND DISPOSAL OF CROPS:

| Crop                                    | Production  | Distril  |        | Sales    |      |
|---|-------------|----------|--------|----------|------|
| СГОР                                    | FIOddection | Home Use | Market | Quantity | Cost |
|   |             |          | /      |          |      |
|   |             | :        |        |          |      |
|   |             |          |        |          |      |
|   |             |          |        |          |      |
| *************************************** |             |          |        |          |      |
|   |             |          | -      |          |      |
|   |             |          | _      |          |      |
|   |             |          | -      |          |      |
|   |             |          | _      |          |      |
| TOTAL                                   |             |          | -      |          |      |

#### D. FEED AND OTHER EXPENSES FOR LIVESTOCK:

|           |     | Purchased Feed |      | Other Expenses |      |      |      |
|-----------|-----|----------------|------|----------------|------|------|------|
| Livestock | No. | Hours          | Kind | Quan.          | Cost | Kind | Cost |
|           |     |                |      |                |      |      |      |
|           |     |                |      | ,              |      |      |      |
|           |     |                |      |                |      |      |      |
| ,         |     |                |      |                |      |      |      |
|           |     |                |      |                |      |      |      |
|           |     |                |      |                |      |      |      |
| TOTAL     |     |                |      |                |      |      |      |

E. PRODUCTION AND DISPOSAL OF LIVESTOCK AND LIVESTOCK PRODUCTS:

|           |            | Used in |       | Sales        |
|-----------|------------|---------|-------|--------------|
| Livestock | Production | Amount  | Value | Amount Value |
|           |            |         |       |              |
|           |            |         |       |              |
|           |            |         |       |              |
|           |            |         |       |              |
|           |            |         |       |              |
| 49. 9     | •          |         |       |              |
| TOTAL     |            |         |       | Autorope     |

## GENERAL SUMMARY

| Farm Receipts:   |
|--|
| Sale of crops Sale of livestock and livestock products Increase in livestock inventory |
| Total farm receipts  |
| Farm Expenses:   |
| Feed purchased Miscellaneous livestock expense Hired labor Seed                        |
| Fertilizer  Ginning, bagging and ties  |
| Depreciation on building and equipment  Repairs on buildings and machinery  Taxes      |
| Value of unpaid family labor   |
| Total farm expenses  |
| Farm income  |

The undersigned acknowledge(s) receipt of this Financial and Status Report and certify(ies) all statement to be true.

## INDIVIDUAL ACKNOWLEDGEMENT

| TERRITORY OF GUAM ) ss      |             |  |
|-----------------------------|-------------|--|
| On this                     | day of      | , 19 before me   |
|                             |             | , a notary public in and   |
| for the Territory of Guam,  | personally  | appeared,  |
| known to me to be the perso | on whose na | me is subscribed to the foregoing  |
| instrument, and he acknowle | dged to me  | that he executed the same.   |
|                             |             | NOTARY PUBLIC  |
|                             |             | In and for the Territory of Guam   |
|                             |             | My commission expires  |
| TERRITORY OF GUAM ) ss      |             | ERSHIP ACKNOWLEDGEMENT   |
|                             |             | , a notary public in and   |
| for the Territory of Guam,  | personally  | appeared,  |
| known to me to be the       |             |  |
| of the corporation that exe | cuted the   | foregoing instrument, and he acknow-   |
| ledged to me that such corp | oration ex  | ecuted the same.   |
|                             |             | NOTARY PUBLIC  |
|                             |             | My commission expires  |
| NOTE TO THE NOTARY PUBLIC:  | please be   | ate and partnership acknowledgement, sure that a copy of the latest in-returns, balance sheets, and profit |

and loss statement are attached.

# DEPARTMENT OF AGRICULTURE GOVERNMENT OF GUAM AGANA, GUAM

## LAND LEASE EVALUATION

| ( ) Annual   |                      |                     |                |
|--|----------------------|---------------------|----------------|
| Lot No.  |                      |                     | Date           |
| Lessee   |                      |                     |                |
| Agreement Approved (Dat  |                      |                     |                |
|  |                      |                     |                |
|  | Building             |                     |                |
| ( ) Power  |                      | ( )                 | Water          |
| ( ) Concrete   |                      |                     | Wood Structure |
| ( ) Concrete/Wood combi  | ination Structure    | ( )                 | Hut            |
| Comment  |                      |                     |                |
| Comment  |                      |                     |                |
|  |                      |                     |                |
|  |                      |                     |                |
|  | <u>Livestock/Pou</u> | ltry                |                |
| ( ) Swine: No. of sows   | 5 <u> </u>           | ( )                 | Geese No.      |
| ( ) Cattle: No. of hea   |                      |                     | Pigeons No     |
| ( ) Goat: No   | •                    | ( )                 | No. of Boars   |
| ( ) Chicken(s)   |                      |                     |                |
| ( ) CHICKEH(S)   |                      |                     |                |
|  |                      |                     |                |
| ( ) Duck(s)  |                      |                     |                |
|  |                      |                     |                |
| ( ) Duck(s)  |                      |                     |                |
| ( ) Duck(s)  |                      |                     |                |
| ( ) Duck(s)  |                      |                     |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  | Crops                | No.                 |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  | Crops                |                     |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2                                      | Crops                | No.                 |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3                                   | Crops                | No.                 |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables                   | Crops                | No.                 |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1                | Crops                | No.                 |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2             | Crops                | No. No.             |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2  3          | Crops                | No. No. No.         |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2  3  4       | Crops                | No. No. No. No.     |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2  3  4  5    | Crops                | No. No. No. No. No. |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1 2 3  ( ) Vegetables  1 2 3 4 5          | Crops                | No. No. No. No. No. |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2  3  4  5  6 | Crops                | No. No. No. No. No. |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2  3  4  5  6 | Crops                | No. No. No. No. No. |                |
| ( ) Duck(s)  Comment  ( ) Fruit trees  1  2  3  ( ) Vegetables  1  2  3  4  5  6 | Crops                | No. No. No. No. No. |                |

## Other Improvements

| (  | )    | Ornamentals   |
|----|------|---------------|
| (  | )    | Fences        |
| (  | )    | Land Clearing |
| Co | mmeı | nts           |
|    |      |               |
|    |      |               |
|    |      |               |
|    |      |               |

特多